vincing proof; a mere possibility, or even a probability, of mistake being insufficient.

[Ed. Note.—For other cases, see Reformation of Instruments, Cent. Dig. § 154; Dec. Dig. § 43.* 11 Va.-W. Va. Enc. Dig. 905.]

2. Reformation of Instruments (§ 45*)—Deeds—Description—Mistake.—Evidence held insufficient to justify a finding of mistake in the execution of a deed, either as to the survey of the plat or the correctness of the description.

[Ed. Note.—For other cases, see Reformation of Instruments, Cent. Dig. §§ 157-193; Dec. Dig. § 45.* 11 Va.-W. Va. Enc. Dig. 905.]

3. Evidence (§ 274*)—Land Boundary—Declarations against Interest.—Declarations of certain grantors that the line from a certain lynn and poplar to certain spruce pines was their north line, which, if true, would have restricted their holdings as claimed by complainants, were declarations against interest, and admissible, not only against the declarants, but against persons subsequently deriving title through or under them.

[Ed. Note.—For other cases, see Evidence, Cent. Dig. §§ 1121-1134; Dec. Dig. § 274.* 4 Va.-W. Va. Enc. Dig. 333, 345.]

4. Reformation of Instruments (§ 32*)—Deeds—Mistaken Description—Survey.—Where 54 years had expired since an alleged mistake in the description of a deed was made, and all the parties to the transaction, including the surveyor who surveyed the land, had been long dead, and the mistake, if it existed, was apparent on the face of the deed, and the land in the meantime had increased from a valuation of a dollar an acre to $40 per acre, complainants' right to correct the alleged mistake was barred by laches.

[Ed. Note.—For other cases, see Reformation of Instruments, Cent. Dig. §§ 119-121; Dec. Dig. § 32.* 11 Va.-W. Va. Enc. Dig. 905.]

Appeal from Circuit Court, Tazewell County.

Suit by J. S. Gillespie and others against W. R. Davis and others. Judgment for defendants and complainants appeal. Affirmed.

Henson & Bowen, J. W. Chapman, and *A. S. Higginbotham,* all of Tazewell, for plaintiffs in error.

Geo. W. St. Clair, of Tazewell, for defendants in error.

DAMERON *v.* QUICK.

Sept. 7, 1914.

[82 S. E. 709.]

1. Principal and Agent (§ 145*)—Undisclosed Principal—Election

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

to Hold Agent.—An election to hold an agent who acted for an undisclosed principal, instead of his principal, will not be enforced unless the alleged creditor acted with full knowledge of all the facts, and did some act which would lead a reasonably prudent man, acting in good faith, to conclude that he had elected to hold the agent only.

[Ed. Note.—For other cases, see Principal and Agent, Cent. Dig. §§ 499, 513-520; Dec. Dig. § 145.* 1 Va.-W. Va. Enc. Dig. 273.]

2. Principal and Agent (§ 145*)—Undisclosed Principal—Election to Charge Agent—Filing Claim in Bankruptcy.—Where an agent acted for an undisclosed principal, the fact that the creditor filed a claim against an agent's estate in bankruptcy, expressly claiming against both the insolvent agent and his principal, did not constitute an election to hold the agent alone.

[Ed. Note.—For other cases, see Principal and Agent, Cent. Dig. §§ 499, 513-520; Dec. Dig. § 145.* 1 Va.-W. Va. Enc. Dig. 273.]

3. Appeal and Error (§ 173*)—Questions Not Raised at Trial.—In an action on a contract under seal against the undisclosed principal of the agent who negotiated the contract, defendant, not having objected in her grounds of defense that she could not be held liable because she was not a party to the instrument, not having objected to putting the contract in evidence on that ground, could not raise the question for the first time on a writ of error.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 1079-1089, 1091-1093, 1095-1098, 1101-1120; Dec. Dig. § 173.* 1 Va.-W. Va. Enc. Dig. 560.]

Error to Law and Chancery Court of City of Roanoke.

Action by Walter J. Quick against Nannie W. Dameron. From a judgment for plaintiff, defendant brings error. Affirmed.

Whitehead & Whitehead, of Lynchburg, for plaintiff in error. *Johnston & Izard,* of Roanoke, for defendant in error.

ROHRER et al. *v.* STRICKLAND.

Sept. 7, 1914.

[82 S. E. 711.]

1. Mortgages (§ 369*)—Foreclosure—Setting Aside Sale for Unfairness.—Defendant purchased land from plaintiff for $2,500, paying $500, and giving a note secured by a deed of trust for the balance. The note not having been paid at maturity, the trustee, who was the mortgagee's son-in-law, immediately advertised the property and

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.